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PLAINTIFF *pro se*

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

OLIVER HILSEN RATH,

Plaintiff,

v.

UNITED STATES OF AMERICA,

Defendant.

Case No. C07-05100 WHA
Related to CR 03-00213 WHA

**FINANCIAL SUPPLEMENT TO
MEMORANDUM IN OPPOSITION OF
DEFENDANT'S MOTION TO DISMISS**

Date: January 3, 2008
Time: 8:00 a.m.
Room: 9, 19th Floor
Judge: Hon. William H. Alsup

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2 This financial supplement to Oliver Hilsenrath's opposition to the United States' motion
3 to dismiss includes by reference all arguments, legal points and authorities cited in the
4 memorandum of opposition (Doc 12 in the instant case).

5 As stated in the United States' motion to dismiss, (Doc 7 – instant case), the service of the
6 Swiss criminal judgment was intended pursuant to the Treaty between the United States and
7 Switzerland (Beeler Decl. Current Case, Doc 8-4, Ex. C).

8 The United States have correctly defined the Treaty in their pleadings as "The Law of the
9 Land".

10 The Treaty stipulates as follows in Article 34 "Cost of Assistance":

11 ***Article 34***
12 ***Costs of Assistance***

- 13 *1. The following expenses incurred by an authority in the*
14 *requested state in carrying out a request shall, upon*
15 *application, be paid or reimbursed by the requesting state:*
16 *travel expenses; fees of experts; costs of stenographic reporting*
17 *by other than salaried government employees; costs of*
18 *interpreters; costs of translation; and fees of private counsel*
19 *appointed with the approval of the requesting state for a person*
20 *giving testimony or for a defendant.*
- 21 *2. No reimbursement shall be claimed for any other expenses.*
- 22 *3. All expenses incurred in relation to a request pursuant to Article*
23 *26 shall be borne by the requesting state.*
- 24 *4. No bond, guarantee, or other security for the expected costs*
25 *shall be required.*

26 Nevertheless, and in breach of the Treaty – The Law of the Land – the Swiss criminal
27 judgment (improperly served on Oliver Hilsenrath by the United States in breach of the
28 provisions of the Treaty), charges Oliver Hilsenrath with the costs related to the US-Swiss mutual
assistance.

By that, and in violation of the provisions of the Treaty, the two governments are using
the Hilsenrath family assets as a piggy bank for their legal expenses.

1 The Swiss criminal judgment, improperly served by the United States, orders as follows
2 (Doc 1, Hilsenrath Decl. Exhibit A – at page 11/12):

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4 3. The costs, in the amount of CHF 104'508.40 are principally
5 charged to the accused Oliver HILSENATH.

6 Plaintiff Oliver Hilsenrath estimates that the Swiss prosecutor aims to liquidate
7 approximately \$250,000 of property to pay for the above legal costs.

8 The Court is reminded that those assets are committed to this very Court as part of the
9 plea in case CR03-00213WHA.

10 Plaintiff Oliver Hilsenrath will further ask this Court to enforce the spirit of the Treaty
11 and enjoin the US government from having its mutual debt with the Swiss paid from the
12 Hilsenrath assets.

13 Dated: December 14, 2007

14 Respectfully submitted,

15 OLIVER HILSENATH

16 Plaintiff *pro se*

17 /s/ Oliver Hilsenrath
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